

## **Memorandum of Understanding**

This memorandum of understanding (hereinafter, "MOU") is being entered into by and between the Ipswich Educators Association (hereinafter, "IEA") and the Ipswich School District (hereinafter, "District") to outline changes in working conditions related to the Coronavirus (hereinafter, "COVID-19") for the 2020-2021 academic year.

### **A. BACKGROUND**

I. On June 25, 2020, the Department of Elementary and Secondary Education (hereinafter, "DESE") issued an initial memorandum applicable to all districts and schools in the Commonwealth of Massachusetts for the reopening of schools in the fall of 2020 ([www.mass.gov/doc/dese-fall-reopening-guidance](http://www.mass.gov/doc/dese-fall-reopening-guidance)). This memorandum included the following information:

- a. That DESE's stated goal for the 2020 school reopening is for "the safe return of as many students as possible to in-person school settings, to maximize learning, and address students' holistic needs";
- b. A "clear set of health and safety requirements for in-person learning, grounded in the most up-to-date scientific literature and discussion with medical advisors"; and
- c. The requirement that districts and schools submit a reopening plan that "addresses three possible learning models" (full time in-person, hybrid, and full time remote).

II. On July 30, 2020, the District submitted plans to DESE outlining the three possible models (hereinafter, the "July 30, 2020 Submission").

III. On August 4, 2020, the District's Oversight Committee, comprised of members of the IEA, the Superintendent, Administrators from all four schools, Educators, Facilities, Health Care Workers, Special Educators, the Department of Public Health, the School Committee members, and Parent Representatives voted 18-0 in favor of submitting the Hybrid Model with a full-time Remote Learning Option to the District School Committee for a vote.

IV. On August 6, 2020, the District School Committee voted unanimously to adopt the Hybrid Model with a full-time Remote Learning Option as the re-opening plan for the 2020-2021 Academic Year.

V. On August 14, 2020, the District released its "Return to Learn 2020-2021" plan detailing guidelines for the Hybrid Learning Model with a full-time Remote Learning Option written by members of the Oversight Committee, the Nimble Systems Committee, with input from District Educators (hereinafter the "Return to Learn Plan"). The Return to Learn Plan sets forth guidelines for Individual Level Plans, Technology Support, Extracurricular Activities and Sports, Health and Safety Requirements, Courses Requiring Additional Safety Considerations, Special Populations, School Facilities, Food Services, Transportation, COVID-19 Protocols, and Certification for Health and Safety Requirements, among other information.

VI. The IEA and the District met and negotiated over the following changes to working conditions pursuant to M.G.L. c. 150E:

**B. AGREEMENT**

The IEA and the District (hereinafter, the "Parties") hereby agree as follows for the 2020-2021 Academic Year:

**I. HEALTH AND SAFETY BENCHMARKS**

a. The District will make public the steps taken to analyze and address air flow and circulation concerns in all four school buildings in the District. This information includes, but is not limited to the Return to Learn Plan, the 2019 School Dude Report, the FY2021 Capital Plan, updated progress and status of the on-going District Airflow Study, and the placement of newly installed HEPA filtration systems through-out the school buildings.

b. HVAC/ Air Quality

i. The District has completed all HVAC maintenance at the secondary level and boiler maintenance at the elementary level in consultation with the District Facilities Manager.

ii. The District is in the process of installing air purification systems with HEPA filters in the elementary schools and selected areas of the secondary school building.

iii. The Parties will engage in ongoing negotiations regarding the status of the HVAC and air circulation systems in the buildings. On or before November 25, 2020, the District will provide documentation from a certified HVAC professional that the blowers in each classroom/workspace in the buildings can be operated while maintaining room temperatures within OSHA recommended range of 68-78 degrees.

c. Personal Protective Equipment/Cleaning

i. The District will maintain a minimum of a two week supply of PPE on the premises.

ii. Cleaning/disinfecting logs shall be posted in each classroom, outdoor learning space and each common use area.

d. Communication of Expectations and Training for Staff & Students

i. Building administrators will work collaboratively with the IEA to provide age appropriate training for students and staff in social distancing protocols, safety protocols, hand washing, cleaning procedures, the use of PPE and traffic patterns. These protocols will be communicated to parents.

- ii. Clear, age appropriate, and strictly enforced consequences for non-compliance with safety protocols must be established in each building and clearly communicated to Educators, students and parents.
- iii. The emergency response plans shall be revised as needed to adapt to the hybrid learning plan and increased use of outdoor spaces for teaching and learning. Staff and students will receive age appropriate updated training in the emergency response plans.
- e. Social Distancing
  - i. Secondary educators will not be expected to both monitor hallways and prepare/clean classrooms between instructional periods.
  - ii. Faculty and staff shared offices will be modified to allow safe social distancing. If office/workspace density does not allow for safe social distancing, alternative spaces in the building will be repurposed as space allows educators to provide Educators with safe office and work space.
- f. In Home Services
  - i. Educators will only be required to provide in-home services to students in compliance with IEPs.
- g. The District will support the creation of a Health and Safety working group as a subset of the current Oversight Committee. This working group shall maintain an equal number of IEA and non-IEA representatives and include use of the School Dude System to ensure an efficient response to maintenance requests as they arise. The District will create a digital maintenance reporting process before September 14, 2020.
- h. The Administration is responsible for ensuring compliance with the health and safety protocols set out in the Return to Learn Plan published on August 14, 2020. Anyone who refuses to comply shall be denied entrance to or removed from the premises by the Administration. Any exemption from the health and safety protocols set forth in the Return to Learn Plan requires medical documentation in support of the request and is subject to the sole discretion of the Administration after consultation with the IEA.

## **II. 2020-2021 ACADEMIC CALENDAR**

- a. The Parties agree that the 2018-2021 Collective Bargaining Agreement between the IEA and District (hereinafter, the "2018-2021 CBA") shall be amended as set forth below. These amendments are in effect for the 2020-2021 Academic year and are not precedent setting. Anything set forth in the 2018-2021 CBA and not explicitly amended below remains in full force and effect.
- b. Article IV, Section B of the 2018-2021 CBA shall be amended as follows:
  - i. The first day of school for students shall be Monday, September 14, 2020;

ii. The work year for teachers in Unit A shall be 184 days, consisting of 173 days of instruction and 11 professional days.<sup>1</sup>

iii. Of the 11 professional days:

1. 8 will be held from Monday, August 31, 2020 - Thursday, September 3, 2020 and from Tuesday, September 8, 2020 - Friday, September 11, 2020 and totals forty eight hours. No more than twenty four hours will be reserved for administrator directed professional work and student orientation at the discretion of the Administration. A schedule of these hours will be provided to Educators before August 31, 2020. No less than twenty four hours will be reserved for self-directed educator professional work. Educators shall work for the full school day as defined in Article IV section A.1 of the 2018-2021 CBA. This time is to be used solely in preparation for the upcoming school year, however; the following may occur subject to the Return to Learn health and safety protocols:

- IEP and 504 meetings. Educators will be required to attend IEP and 504 meetings as necessary. An effort will be made to hold these meetings either outdoors or remotely when practicable.

- Students testing sessions at the appropriate educator's sole discretion. An effort will be made to hold them either outdoors or remotely when practicable.

2. One professional day will be held on Wednesday, October 14th.

3. The Administration may schedule the remaining two professional days as needed over the course of the year. The scheduling of these two days is up to the sole discretion of the District after consultation with the IEA.

### **III. HYBRID MODEL WITH A FULL TIME REMOTE OPTION**

a. Educators will work a minimum of hours equal to the length of the contractual school day as defined in Article IV, Section A.1 of the 2018-2021 CBA.

b. Administrators and Educators will work collaboratively to identify opportunities for educators to telecommute. Educators will be encouraged to telecommute whenever practicable as determined by Administrators after consultation with the IEA.

c. The District will make an effort to conduct professional meetings remotely to the extent practicable.

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<sup>1</sup> This does not apply to new personnel who may be required to attend additional orientation sessions, guidance counselors whose work extends beyond the last work day in June, and department chairpersons.

d. Revision for Article IV Section C.4: Elementary teachers shall, in addition to their lunch period, be granted a minimum of 120 minutes of duty free time spread as evenly as possible over their Monday, Tuesday, Thursday and Friday teaching schedules.

e. The Parties agree that Educators will make use of synchronous techniques including video conferencing tools, to maximize student instruction such that remote instructional time shall approximate the prescribed duration of in-person learning time. Should an Educator choose to live stream their in-person instruction the District shall require written agreement from parents and guardians not to record the Educator without the consent of the Administration and the Educator. All elementary and middle school Educators may be required to work synchronously with students both inside and outside the classroom for Homeroom, Morning Meeting and Afternoon Meeting.

#### **IV. REMOTE LEARNING OPTION (full-time or as part of the Hybrid Model)**

a. The District will work to identify Educators who are unable to participate in in-person instruction due to a documented medical condition or pregnancy of the Educator, a member of the Educator's household, or an individual under the Educator's direct care and prioritize the Educator's assignment to a full-time remote instruction schedule within the boundaries of their licensure. The Parties agree that all other Educators will be available for in-person and/or remote assignment within the boundaries of their licensure, however; all efforts will be made to accommodate Educators preference in accordance with their comfort level on the basis of seniority. Any exemptions will be at the sole discretion of the Administration after consultation with the IEA.

b. An Educator's assignment to full-time remote instruction will not result in loss of pay, affect longevity, negatively impact the individual's evaluation, or constitute a break in service.

c. Educators shall work a minimum of hours equal to the length of the contractual school day as defined in Article IV Section A.1 of the 2018-2021 CBA.

#### **V. WEDNESDAYS**

a. Wednesdays are to be used throughout the district for extensive cleaning. Teaching staff will engage in no less than 4 hours of self-directed student centered professional work that may include, but is not limited to, team meetings, IEP and 504 meetings, lesson and unit planning, student feedback, student/parent conferences and student progress meetings. The rest of the work day will be reserved for administrative directed professional work that may include, but is not limited to, faculty meetings, professional development, and cluster/ department meetings. Every effort will be made to hold meetings outdoors or remotely. Educators will keep a log of activities conducted during this time. The Administration and IEA will collaborate to create a standard log for District wide use.

b. Teaching Assistants may be assigned to work with students for up to 3 hours. No less than 1 hour will be reserved for self directed professional work and the rest of the work day may consist of administrative directed professional work, to include team meetings.

c. Students may be brought into the buildings to attend testing sessions set up by the appropriate educator at the educator's sole discretion. Every effort will be made to hold these meetings outdoors or remotely.

d. High needs students will be provided with services on Wednesdays in accordance with their IEPs.

## **VI. THURSDAYS AND PROFESSIONAL MEETINGS**

a. The Thursday Early Release provisions in Article IV, Section C5 of the 2018-2021 CBA shall be waived for the duration of this MOU. This shall not be precedent setting.

b. Article IV, Section B5 of the 2018-2021 CBA shall be amended as follows:

i. Administrator directed professional meetings shall be held during the 2 hours of administrator directed professional work during regular school hours on Wednesdays.

ii. Educators will not be responsible for attending professional meetings after the end of the regular school day as defined in Article IV Section A.1 of the 2018-2021 CBA. However, administrators may call additional after school meetings to address time sensitive or emergency situations. Every effort will be made to conduct such meetings virtually.

iii. Educators will provide extra help and make up sessions for students and parent check-ins for one hour after the end of the student school day on at least 2 days per week. Whether this support is offered virtually or in person will be up to the educator's sole discretion. Educators will inform administrators of the schedule for these sessions upon request. Educators will keep a log of activities conducted during this time. The Administration and IEA will collaborate to create a standard log for District wide use.

iv. Educators working in the school buildings shall be available to perform functions such as bus duty and other school approved functions requested by Principal after school - assignments to be equally distributed among the qualified members working in the school buildings of the staff so as not to conflict with the above schedule. Nurses may be required to perform functions such as bus duty and other school approved functions requested by the Principal after school in extraordinary or emergency situations.

## **VII. OTHER**

a. The Parties shall comply with the Educator Evaluation requirements as contractually obligated. The requirements and timeline provided for in the Parties' collective bargaining agreement shall remain unchanged; however, the mechanics of the evaluation may vary based on the District's method of delivery of instruction to students (i.e. remote instruction, hybrid, or all in-person). The Educator Evaluation Joint Labor Committee is empowered to make necessary modifications to the timeline and/ or the mechanics of the process.



b. The District shall provide space for educators to eat lunch and for educator preparation and planning time at a separate location from students.

c. The parties agree to consider additional proposals regarding the details of the building level Return to Learn Plan (including, but not limited to, the Elementary Advisory program) after educators and their administrators have met for professional work in the opening 2 weeks of school. Necessary bargaining sessions around these proposals will be concluded on or before September 14th and will be subject to ratification by both parties.

d. Stipend positions will be awarded by the district in writing in accordance with the 2018-2021 CBA. If the position commences planned activities, then the stipend will be paid in full. If the activities associated with the position do not commence, then the stipend will be paid 50% to compensate for time and effort invested in planning and preparation. If the district goes to a full remote model, Educators receiving stipends will make every effort to continue to fulfill responsibilities associated with the position remotely. An accounting of activities associated with the position will be provided upon request.

e. Article IV.A.5 in the 2018-2021 CBA will be suspended for the duration of the 2020-2021 academic year without prejudice. The High School will implement a block schedule that is mutually agreed upon by the IEA and the district for the duration of the 2020-2021 academic year.

f. Educators teaching AP courses will conduct at least one class session per week during the semester in which the course is not scheduled to meet. These educators will receive a stipend equal to .05% of their salary for each AP section they teach in compensation. This provision is applicable only to the 2020-2021 academic year. This stipend is considered to be an amendment to the list of stipends found in Appendix B "Extra Assignments" of the Contractual Bargaining Agreement Between the Ipswich School Committee and the Ipswich Educators Association 2018-2021.

## **VIII. TEACHING ASSISTANTS**

a. Provision to outline changes in working conditions related to the Coronavirus (hereinafter, "COVID-19") for the 2020-2021 academic year that are specific to the contractual agreement between the Ipswich Teaching Assistants Association.

i. The Parties agree that provisions outlined in the MOU between the IEA and the District will apply to the members of the Ipswich Teaching Assistants Association.

ii. Amendments to Article 4 of the 2018-2021 Teaching Assistant CBA include the following:

1. A Teaching Assistant's full time service is not affected by working remotely. Working remotely will not constitute a break in service.

2. Special Education Supervisors will work collaboratively with administrators and teaching teams to provide a daily schedule for Teaching Assistants working remotely that delineates their 30 hour work week in hourly detail.

3. Article 4.4 will be suspended for the duration of the 2020-2021 academic year without prejudice.

iii. Amendments to Article 6 of the 2018-2021 Teaching Assistant CBA include the following:

1. Any decision that must be made to shift a Teaching Assistant's (working on or off premises) assignment within their specific assigned school after the start of the academic calendar, will be made in collaboration with the Teaching Assistant.

iv. Amendments to Article 12 D of the 2018-2021 Teaching Assistant CBA include the following:

1. A Teaching Assistant who is assigned to take over a teacher's class in a teaching capacity and /or takes over supervisory responsibility for said class in the physical absence of the teacher shall be paid at the regular rate plus an additional 3.50 per hour for each hour or part thereof prorated.

v. Amendments to Article E of the 2018-2021 Teaching Assistant CBA include the following:

1. A Teaching Assistant will be given the opportunity to attend their team or grade level meetings, in accordance with Section III.b. In addition, they will participate in IEP meetings and parent-teacher conferences when requested by Administrators, Supervisors or Parents. Administrators and/or supervisors will be tasked with making provisions in the individual Teaching Assistant's schedule to ensure this takes place. Teaching Assistants will defer to certified staff regarding parental inquiries, except as directed.

## **IX. LEAVE**

a. Quarantines: At the Superintendent's direction or any Educator who self-certifies that they must remain home because they, a dependent or a household member are experiencing COVID-19 related symptoms or because they, a dependent or a household member are required to quarantine in accordance with the protocols established in the Return to Learn Plan and the Educator is capable of working remotely, that Educator may be directed to work remotely. If such an Educator is unable to work remotely during the quarantine period, the District will comply with the leave requirements and limitations provided by the FFCRA.

b. If an Educator is unable to work due to reasons stated in the FFCRA, the District will comply with leave requirements and limitations provided in the FFCRA, including the EPSLA and EFMLEA.

c. Leave of Absence for the 2020-2021 Work Year:



i. Educators have until September 2, 2020, to request a discretionary leave of absence without pay for the 2020-2021 work year by submitting a request by email to the Superintendent of Schools. Nothing in this Section guarantees that a request for a leave of absence will be granted. Educators on leave pursuant to this Section shall notify the Superintendent of Schools via email no later than September 2, 2020, of their intention to return to work for the 2021-2022 work year.


ii. When the educator returns to work at the start of the 2021-2022 work year, the educator will have all contractual benefits restored, including unused accrued sick leave, to which the educator was entitled at the time the leave commenced; however, the 2020-2021 work year shall not count toward step advancement. (Educators without professional teacher status (PTS) are reminded that to acquire PTS, they must complete three previous consecutive school years and that a leave under this Section interrupts the three previous consecutive school year requirement.)

d. Any Educator who provides medical documentation that they or a dependent are experiencing COVID-19 related symptoms as identified by the CDC or has tested positive for COVID-19 and self-certifies that they are not able to work, shall be granted 10 days of sick leave in addition to the annual number of sick leave days granted employees by the terms of the 2018-20201 CBA to allow for compliance with the protocols set forth in the Return to Learn Plan.

e. Article VIII Section B.c.1.A of the 2018-2021 CBA shall be suspended for the duration of the 2020-2021 academic year without prejudice.

We, the undersigned, agree to the above terms of this Memorandum of Understanding.

For the Ipswich School Committee

  
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Date 9/3/20

For the Ipswich Educators Association

  
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Date 9/2/20